

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA

Don Juan Staples, Jr.

Plaintiff,

v.

Case No. 2:22-cv-00526

Shellpoint Mortgage Servicing
WV Trustee, LLC
AM Investments, LLC

Defendant(s),

COMPLAINT

Comes Now Don Juan, Executor and Beneficiary, the general guardian and general Executor having firsthand knowledge of the facts stated herein and being competent in mind and body and to be put on the record of this court that I am the living man, and I wish for remedies before this court seeking damages in excess of \$1,000,000.00; which is in accordance to Plaintiff Schedule Fee from Defendants Shellpoint Mortgage Servicing, WV Trustee LLC, and AM Investments, LLC. I am here to address this court in the matter to such damages arising out of Defendants; 1.) Fraud, 2.) Anti-Trust Act Restraint of Trade, and 3.) violations of the Fair Debt Collection Practices Act. Plaintiff thus brings this action to require special performance of the contract to convey real property including interest, costs, expenses, and attorney fees incurred in this action.

JURISDICTION AND VENUE

1. The court has subject matter jurisdiction over this matter pursuant to 28 USC 1331, which provides District Court with jurisdiction over civil actions arising under the United States Constitution or laws of the United States.
2. The venue is proper pursuant to 28 USC 1391 (b) because events giving rise to the allegations in this complaint occurred in this District.

PARTIES

3. Plaintiff, Don Juan Staples Jr. is a natural – living man living in Charleston, West Virginia, whose mailing location is 2922 Fitzwater Drive, South Charleston, WV [25303].
4. Defendant, Shellpoint Mortgage Servicing - 75 Beattie Place, Greenville, SC 29601.
5. Defendant, WV Trustee Services, LLC – McGuire Office Center, 618 Tenth Street, Suite 108, Huntington, WV 25701.
6. Defendant, AM Investments, LLC – 132 Harris Drive, Poca, WV 25159.

FACTS

7. Plaintiff has no legally binding contract that exist with Shellpoint Mortgage Servicing, WV Trustee, LLC; and/or AM Investments, LLC.
8. The Act and Practices of Shellpoint Mortgage Servicing, WV Trustee LLC, and AM Investments LLC, as alleged in this complaint are in or affecting commerce as commerce is defined in Section 4 of the FTC ACT 15 USC 44.
9. The Act and Practices of Shellpoint Mortgage Servicing, WV Trustee Services LLC, and AM Investments, LLC, as alleged in this complaint are in violation of the Anti-Trust Act Restraint of Trade WV Code Article 18.
10. As a material inducement to enter a contract, Shellpoint Mortgage Servicing, WV Trustee LLC, and AM Investments LLC made a series of representations and warranties intended to mislead plaintiff.
11. Shellpoint Mortgage Servicing, WV Trustee LLC and AM Investments LLC has violated Don Staples with unfair practices dealing with the rights of personal property within trade and commerce.
12. Plaintiff has requested Documentary Evidence of said contract and/or accounts related to the alleged debt.

13. Plaintiff is the true Beneficial owner, who has an absolute birthright to real property and to physically control it.
14. Shellpoint Mortgage Servicing, WV Trustee LLC, and AM Investments LLC had actual intent to hinder, delay and defraud Don Staples without receiving a reasonably equivalent value in exchange for the transfer or obligation.
15. Shellpoint Mortgage Servicing, WV Trustee LLC, and AM Investments LLC has violated Don Staples by sending false statements in the mail.

CLAIMS FOR RELIEF

COUNT I
FRAUD

16. Plaintiff repeats and alleges the allegations contained in all prior paragraphs as if set forth fully herein.
17. As alleged, Plaintiff has not entered a legally valid existing contract with Shellpoint Mortgage Servicing, WV Trustee LLC, and AM Investments LLC.
18. Shellpoint Mortgage Servicing, WV Trustee LLC, and AM Investments LLC made false representations to the Plaintiff, which Defendants knew them to be false, and solely to defraud the plaintiff.
19. Shellpoint Mortgage Servicing, WV Trustee LLC, and AM Investment LLC's representation was false and fraudulent, and Plaintiff never agreed to enter a contract sale and/or transfer ownership of real property.
20. As a result, Shellpoint Mortgage Servicing, WV Trustee LLC, and AM Investments LLC knowingly false and fraudulent misrepresentation caused Plaintiff to suffer damages.

21. By reason of the foregoing Plaintiff has been injured in an amount to be determined at trial but not less than \$100,000,000.00, plus interest for which Shellpoint Mortgage Servicing, WV Trustee LLC, and AM Investments LLC is liable to the plaintiff.

COUNT II
COSTS, EXPENSES, AND ATTORNEY FEES

22. Plaintiff repeats and reallages the allegations contained in all prior paragraphs as it set forth fully herein.
23. As alleged herein, above this action is necessitated by the Defendants false and fraudulent inducements, violations of the Fair Debt Collection Practices Act, and violations of Article 18 "WV Anti-Trust Act".
24. By reason of the foregoing Plaintiff is entitled to all costs, expenses, and attorney fees (with interest thereon) incurred by Plaintiff in commencing this action in an amount determined at trial.

Wherefore plaintiff demands judgement as follows:

- A. Money damages in an amount to be determined at trial but not less than \$1,000,000.00.
- B. Reimbursement of all cost, expense, and attorney fees incurred in connection with this action, plus interest thereon (and directing such other and further proceedings to determine), granting to Plaintiff such other and further relief s the court deems just and proper.

Respectfully submitted,

Don Juan: Staples



DON JUAN STAPLES
2922 Fitzwater Drive
South Charleston, WV 25303
(304) 741-2145
donjuan1252@live.com

NOTARY PUBLIC

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA

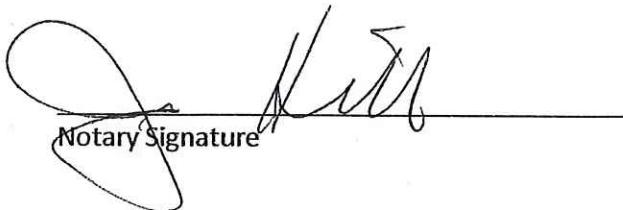
COMES NOW, Don Juan Staples, who appeared before me on November 16, 2022,
to testify to the statements in the above motion and to attach his signature to this instrument.


Signature

[SEAL]

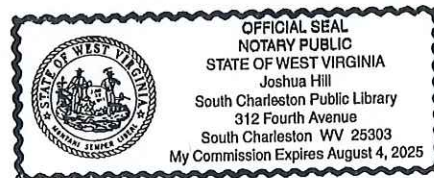


[SEAL]


Notary Signature

NOTARY PUBLIC FOR THE STATE OF WEST VIRGINIA

My commission expires: 08/04/2025



WEST VIRGINIA STATE DEPARTMENT OF HEALTH—DIVISION OF VITAL STATISTICS
CERTIFICATE OF LIVE BIRTH

Dist. No. 200
 Serial No. 3377
BIRTH NO. 1477

Type, or print, in permanent ink
 For instructions refer to the hospital handbook

CHILD—NAME 1. <u>Don</u> <u>Juan</u> <u>STAPLES</u>			DATE OF BIRTH Month <u>9</u> Day <u>1</u> Year <u>1974</u>		HOUR <u>7:51</u> AM
SEX 2. <u>Male</u>	THIS BIRTH (Specify) 4a. <u>single</u> Single, twin, 4b. triplet, etc.	IF NOT SINGLE BIRTH (Specify) Born first, 4b. second, etc.	COUNTY OF BIRTH 5b. <u>Kanawha</u>		
CITY TOWN, OR LOCATION OF BIRTH 5b. <u>Charleston</u>		INSIDE CITY LIMITS (Specify yes or no) 5c. <u>yes</u>	HOSPITAL—name (If not in hospital, give street and number) 5d. <u>Charleston Memorial Hospital</u>		
FATHER—Name 6a. <u>Don</u> <u>Juan</u> <u>Staples</u>			AGE (at time of this birth) 6b. <u>23</u>	STATE OF BIRTH (if not in U.S.A., name of country) 6c. <u>W.Va.</u>	
MOTHER—Maiden name 7a. <u>Deborah</u> <u>Ann</u> <u>Lawson</u>			AGE (at time of this birth) 7b. <u>23</u>	STATE OF BIRTH (if not in U.S.A., name of country) 7c. <u>W.Va.</u>	
RESIDENCE: State <u>W.Va.</u> County <u>Kanawha</u>		City town or location 7f. <u>So. Charleston</u>	INSIDE CITY LIMITS (Specify yes or no) 7g. <u>yes</u>	Street and number 7h. <u>2922 Fitzwater Dr.</u>	
MOTHER'S MAILING ADDRESS 8. <u>same</u>		INFORMANT 9a. <u>Deborah Ann Staples</u>		RELATION TO CHILD 9b. <u>mother</u>	
I certify that the above named child was born alive at the place and time and on the date stated above. 10a. Signature <u>P.C. Williams</u>		DATE SIGNED 10b. <u>9/1</u>		ATTENDANT M.D., D.O., Midwife, Other (Specify) <u>M. D.</u>	
CERTIFIER—Name (Type or print) 10d. <u>P.C. Williams, M.D.</u>		Mailing address 10e. <u>Columbia Ave. & Monongalia St., Chas., W.Va. 25301</u>		City or town State Zip	
REGISTRAR—Signature 11a. <u>Helen Clark</u>		Date Received by local registrar 11b. <u>11-18-74</u>	Date on which given name added 12. By (Registrar)		

Multiple births (Enter numbers for mates)
 Live birth(s)
 Fetal death(s)
 Death under one year of age (Enter number of death certificate for this child.)

G0584031

STATE OF WEST VIRGINIA



G0584031

This is to certify that this document is a true and accurate reproduction of an official record, or the facts abstracted from an official record, on file with:

Vital Statistics
Bureau for Public Health
West Virginia Department of Health and Human Resources
Charleston, West Virginia.

Matthew R. Wickert

Matthew R. Wickert
State Registrar



The certified copy or information appears on the reverse side on multicolor surface.
Document contains heat-sensitive stamp and watermark.

Do not accept without verifying watermark.

WARNING!

It is a crime punishable by fine and imprisonment to counterfeit or alter this certificate or to use the vital statistics record of another person for deceptive purposes.

Date Certified: Oct 15 2022

AFFIDAVIT OF INDIVIDUAL SURETY*(See instructions on reverse)*

OMB Control Number: 9000-0001

Expiration Date: 3/31/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 0.3 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

STATE OF

WEST VIRGINIA

COUNTY OF

KANAWHA

SS.

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. Where the sureties are acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME

(First, Middle, Last) (Type or Print)

DON JUAN STAPLES

3. TYPE AND DURATION OF OCCUPATION

SURETY/ LIFETIME

2A. HOME ADDRESS

(Number, Street, City, State, ZIP Code)

111 COURT STREET

CHARLESTON, WEST VIRGINIA 25301

2B. TELEPHONE NUMBER

2C. EMAIL ADDRESS

4A. NAME AND ADDRESS OF EMPLOYER

(Number, Street, City, State, ZIP Code) (If self-employed, so state)

ROBERT C BYRD UNITED STATES COURTHOUSE
300 VIRGINIA STREET E., SUITE 2400
CHARLESTON, WEST VIRGINIA 25301

5A. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED

(Number, Street, City, State, ZIP Code)

DON JUAN STAPLES
DEPOSITORY TRUST COMPANY
55 WATER STREET
NEW YORK, NEW YORK 10041

5B. SURETY BROKER EMAIL ADDRESS

4B. EMPLOYER EMAIL ADDRESS

5C. HOME TELEPHONE NUMBER

(304)744-5186

5D. BUSINESS TELEPHONE NUMBER

(844)240-5163

6A. NAME AND ADDRESS OF FINANCIAL INSTITUTION SUBMITTING
THE PLEDGE OF SECURITIES ON BEHALF OF INDIVIDUAL SURETY
(Number, Street, City, State, ZIP Code)

DON JUAN STAPLES
PO BOX 8851
SOUTH CHARLESTON, WEST VIRGINIA 25303

6B. FINANCIAL INSTITUTION
EMAIL ADDRESS
info@kanawha.us

6C. ROUTING TRANSIT NUMBER (RTN)

6D. CONTACT PERSON NAME

DON

6E. CONTACT PERSON TELEPHONE
NUMBER

(304)744-2379

6F. CONTACT PERSON EMAIL ADDRESS

universitycafe@yahoo.com

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND. (LIST THE COMMITTEE ON UNIFORM SECURITIES IDENTIFICATION PROCEDURES (CUSIP) NUMBER AND PAR (FACE) AMOUNT OF EACH SECURITY).

See Certified Copy of Indictment Case Number 22-C-647.

See optional Form 90 & 91, Standard Forms 273, 274, 275, 1414, 1415, 1416 and 1418.

See Certified Copy of Live Birth.

See all other attachments.

8. IDENTIFY ALL LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS.

See Certified Copy of Indictment Case Number 22-C-647.

See optional Form 90 & 91, Standard Forms 273, 274, 275, 1414, 1415, 1416 and 1418.

See Certified Copy of Live Birth.

See all other attachments.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN THREE YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

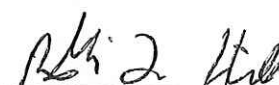
10. SIGNATURE



11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (where appropriate)

See optional form 90 & 91\Case Number 22-C-647.
Birth No. 147-74022131 \ SSN 234-29-3061

12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED			b. CITY AND STATE (or other jurisdiction)	
MONTH 16	DAY 31	YEAR 2022	South Charleston West Virginia	
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH (type or print)			d. SIGNATURE	e. MY COMMISSION EXPIRES
Robbin L. Hill				August 9 2024



Official
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Robbin L. Hill
South Charleston Public Library
312 Fourth Avenue
South Charleston, WV 25303
Commission Expires August 09, 2024

RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas DON JUAN STAPLES, of 111 COURT STREET, CHARLESTON, WV, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number _____,
became a surety for the complete and successful performance of said contract, and Whereas said
surety has placed certain personal property in escrow

in Account Number 0579883353 on deposit
at SHELLPOINT MORTGAGE SERVICING
(Name of Financial Institution)

located at 75 BEATTIE PLACE, GREENVILLE, SC 29601, and
(Address of Financial Institution)

Whereas I, STAPLES, DON JUAN, being a duly authorized
representative of the United States government as a warranted contracting officer, have determined
that retention in escrow of the following property is no longer required to ensure further performance
of the said Government contract or satisfaction of claims arising therefrom:

ACCOUNT NUMBER 0579883353

and

Whereas the surety remains liable to the United States Government for the continued performance of
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the
property listed above, and directs the custodian of the aforementioned escrow account to deliver the
listed property to the surety. If the listed property comprises the whole of the property placed in
escrow in the aforementioned escrow account, the Government further directs the custodian to close
the account and to return all property therein to the surety, along with any interest accruing which
remains after the deduction of any fees lawfully owed to

SHELLPOINT MORTGAGE SERVICING
(Name of Financial Institution)

[Date]

October 14, 2022

[Signature]

Don Juan Staples

Seal



REINSURANCE AGREEMENT FOR A BONDS STATUTE PERFORMANCE BOND*(See instructions on reverse)*

OMB Control Number: 9000-0045

Expiration Date: 8/31/2025

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1. DIRECT WRITING COMPANY*

STAPLES, DON JUAN

111 COURT STREET

CHARLESTON, WEST VIRGINIA 25301

2. REINSURING COMPANY*

DON JUAN STAPLES

55 WATER STREET

NEW YORK, NEW YORK 10041

1A. DATE DIRECT WRITING COMPANY EXECUTES THIS

AGREEMENT

OCTOBER 14, 2022

1B. STATE OF INCORPORATION

WEST VIRGINIA - Birth No. 147-'74022131

2A. AMOUNT OF THIS REINSURANCE (\$)**2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT**

OCTOBER 14, 2022

2C. STATE OF INCORPORATION

WEST VIRGINIA - Birth No. 147-'74022131

3. DESCRIPTION OF CONTRACT**3A. AMOUNT OF CONTRACT****3B. CONTRACT DATE**

MARCH 1, 2022

3C. CONTRACT NUMBER

0579883353

3D. DESCRIPTION OF CONTRACT

Account Number: 0579883353

4. DESCRIPTION OF BOND**4A. PENAL SUM OF BOND****4B. DATE OF BOND**

NOVEMBER 18, 1974

4C. BOND NUMBER

Birth No. 147-'74022131

4D. PRINCIPAL*

STAPLES, DON JUAN

3E. CONTRACTING AGENCY

SHELLPOINT MORTGAGE SERVICING

4E. STATE OF INCORPORATION (If Corporate Principal)

WEST VIRGINIA - Birth No. 147-

AGREEMENT:

(a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States, and the performance bond was furnished to the United States under 40 U.S.C. chapter 31, subchapter III, Bonds, known as the Bonds Statute. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of the agreement.

TERMS AND CONDITIONS:

(a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.

(b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance" the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

(c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance" or, in case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

(Over)

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STANDARD FORM 273 (REV. 4/2013)

Prescribed by GSA - FAR (48 CFR) 53.228(h)

5. DIRECT WRITING COMPANY

5A(1) SIGNATURE

(2) ATTEST: SIGNATURE

5B(1) NAME AND TITLE (Typed)
STAPLES, DON JUAN

Authorized person

(2) NAME AND TITLE (Typed)

STAPLES, DON JUAN Authorized person

6. REINSURING COMPANY

6A(1) SIGNATURE

(2) ATTEST: SIGNATURE

6B(1) NAME AND TITLE (Typed)

DON JUAN STAPLES SURETY/LIFETIME

(2) NAME AND TITLE (Typed)

DON JUAN STAPLES SURETY/LIFETIME

Corporate
Seal

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Bonds Statute performance bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

REINSURANCE AGREEMENT FOR A BONDS STATUTE PAYMENT BOND
 (See instructions on reverse)

 OMB Control Number: 9000-0045
 Expiration Date: 8/31/2025

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1. DIRECT WRITING COMPANY* STAPLES, DON JUAN 111 COURT STREET CHARLESTON, WEST VIRGINIA 25301		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT OCTOBER 14, 2022	
		1B. STATE OF INCORPORATION WEST VIRGINIA - Birth No. 147- ¹	
2. REINSURING COMPANY* DON JUAN STAPLES 55 WATER STREET NEW YORK, NEW YORK 10041		2A. AMOUNT OF THIS REINSURANCE \$	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT OCTOBER 14, 2022	
		2C. STATE OF INCORPORATION WEST VIRGINIA - Birth No. 147- ¹	
3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE MARCH 1, 2022	3C. CONTRACT NUMBER 0579883353	4B. DATE OF BOND NOVEMBER 18, 1974	4C. BOND NUMBER Birth No. 147-
3D. DESCRIPTION OF CONTRACT ACCOUNT NUMBER: 0579883353		4D. PRINCIPAL* STAPLES, DON JUAN	
3E. CONTRACTING AGENCY SHELLPOINT MORTGAGE SERVICING		4E. STATE OF INCORPORATION (If Corporate Principal)	

AGREEMENT:

(a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under 40 U.S.C. chapter 31, subchapter III, Bonds, known as the Bonds Statute. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payments bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished or supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "Amount of this Reinsurance," or for any sum less than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

THEREFORE:

1. The Reinsuring Company covenants and agrees -

(a) To pay the "Amount of this Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount of this Reinsurance;" and

(b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount of this Reinsurance."

*Items 1, 2, 4D - furnished legal name, business address and ZIP Code.

(Over)

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STANDARD FORM 274 (REV. 4/2013)
 Prescribed by GSA - FAR (48 CFR) 53.228(i)

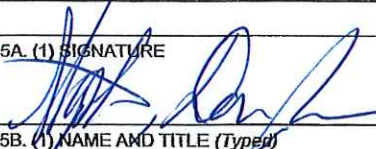

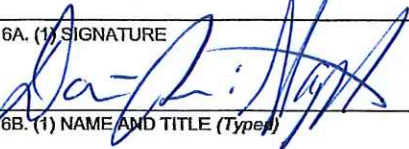

2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount of this Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by 40 U.S.C. 3133 may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount of this Reinsurance" or, if the amount of the default is for less than the "Amount of this Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges given in this paragraph to persons are in addition to or supplemental to or in accordance with other rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of either, and should not be construed as limitations.

3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.

4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. DIRECT WRITING COMPANY			
5A. (1) SIGNATURE 		(2) ATTEST: SIGNATURE 	
5B. (1) NAME AND TITLE (Typed) STAPLES, DON JUAN Authorized person		(2) NAME AND TITLE (Typed) STAPLES, DON JUAN Authorized person	
6. REINSURING COMPANY			
6A. (1) SIGNATURE 		(2) ATTEST: SIGNATURE 	
6B. (1) NAME AND TITLE (Typed) DON JUAN STAPLES SURETY/LIFETIME		(2) NAME AND TITLE (Typed) DON JUAN STAPLES SURETY/LIFETIME	

Corporate



INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Bonds Statute payment bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(i).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in bid or proposal.

One copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filled with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES

(See instructions on reverse)

OMB Control Number: 9000-0045

Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. DIRECT WRITING COMPANY*

STAPLES, DON JUAN
111 COURT STREET
CHARLESTON, WEST VIRGINIA 25301

1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT
OCTOBER 14, 2022

1B. STATE OF INCORPORATION

WEST VIRGINIA - Birth No. 147-7

2. REINSURING COMPANY*

DON JUAN STAPLES

55 WATER STREET
NEW YORK, NEW YORK 10041

2A. AMOUNT OF THIS REINSURANCE (\$)

2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT
OCTOBER 14, 2022

2C. STATE OF INCORPORATION

WEST VIRGINIA - Birth No. 147-1

1

3. DESCRIPTION OF BOND

3A. DESCRIPTION OF BOND (Type, purpose etc.) (If associated with contract number, date, amount, etc., include name of Government agency involved.)

ACCOUNT NUMBER: 0579883353

DATE: March 1, 2020

AMOUNT: 43,768.12

AGENCY: SHELLPOINT MORTGAGE FINANCING

3B. PENAL SUM OF BOND

\$

3C. DATE OF BOND

November 18, 1974

3D. BOND NUMBER

Birth No. 147-1

1

3E. PRINCIPAL*

STAPLES, DON JUAN

3F. STATE OF INCORPORATION (If Corporate Principal)

AGREEMENT:

(a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

THEREFORE:

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

WITNESS

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above — written opposite their respective names.

*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.

(Over)

AUTHORIZED FOR LOCAL REPRODUCTION

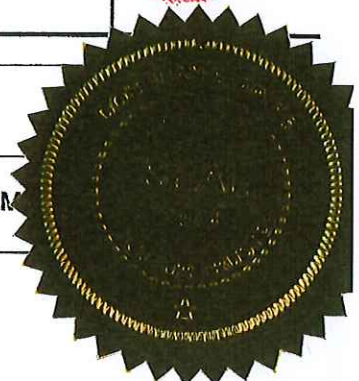
Previous edition is NOT usable

STANDARD FORM 275 (REV. 10/1998)

Prescribed by GSA-FAR (48 CFR) 53.228(j)

4. DIRECT WRITING COMPANY			
4A.(1). SIGNATURE 		(2). ATTEST: SIGNATURE 	
4B.(1). NAME AND TITLE (Typed) STAPLES, DON JUAN Authorized person		4B.(2). NAME AND TITLE (Typed) STAPLES, DON JUAN Authorized person	

5. REINSURING COMPANY			
5A.(1). SIGNATURE 		(2). ATTEST: SIGNATURE 	
5B.(1). NAME AND TITLE (Typed) DON JUAN STAPLES SURETY/LIFETIME		5B.(2). NAME AND TITLE (Typed) DON JUAN STAPLES SURETY/LIFETIME	

Corporate
Seal

INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on bonds running to the United States except Miller Act Performance and Payment Bonds. See FAR (48 CFR) 28.202-1 and 53.228(j) and 31 CFR 223.11(b)(1). If this form is used to reinsure a bid bond, the "Penal Sum of Bond" and "Amount of this Reinsurance" may be expressed as percentage of the bid provided the actual amounts will not exceed the companies' respective underwriting limitations.

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

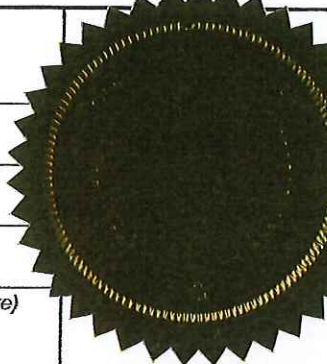
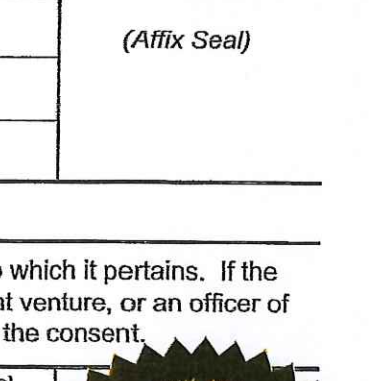
CONSENT OF SURETY1. CONTRACT NUMBER
0579883353

2. MODIFICATION NUMBER

3. DATED
OCTOBER 14, 2022OMB Control Number: 9000-0045
Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

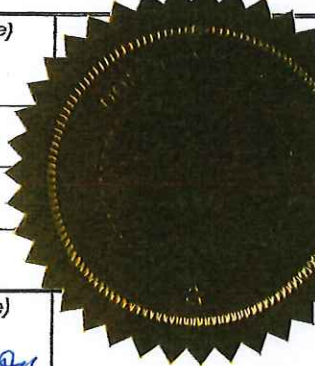
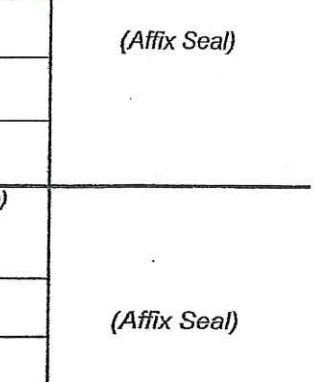
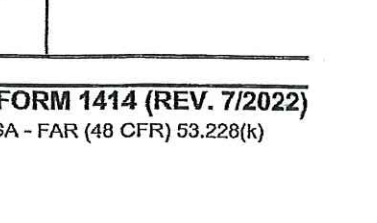
The Surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.

4. INDIVIDUAL PRINCIPAL	a. NAME OF PRINCIPAL			c. SIGNATURE	
	STAPLES, DON JUAN			d. TYPED NAME	
	b. BUSINESS ADDRESS			STAPLES, DON JUAN	
	STREET ADDRESS			e. TYPED TITLE	
	75 BEATTIE PLACE			PRINCIPAL	
	CITY	STATE	ZIP CODE	f. DATE THIS CONSENT EXECUTED	
	GREENVILLE	SC	29601	OCTOBER 14, 2022	
5. CORPORATE PRINCIPAL	a. NAME OF PRINCIPAL			c. PERSON EXECUTING CONSENT (Signature)	
	b. BUSINESS ADDRESS			d. TYPED NAME	
	STREET ADDRESS			e. TYPED TITLE	
	CITY			f. DATE THIS CONSENT EXECUTED	
	CITY	STATE	ZIP CODE		

(Affix Seal)

6. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

The Principal or authorized representative shall execute this consent of surety with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

A	a. CORPORATE/INDIVIDUAL SURETY'S NAME			c. PERSON EXECUTING CONSENT (Signature)	
	STAPLES, DON JUAN			d. TYPED NAME	
	b. BUSINESS ADDRESS			DON JUAN STAPLES	
	STREET ADDRESS			e. TYPED TITLE	
	75 BEATTIE PLACE			SURETY	
	CITY	STATE	ZIP CODE	f. DATE THIS CONSENT EXECUTED	
	GREENVILLE	SC	29601	OCTOBER 14, 2022	
B	a. CORPORATE/INDIVIDUAL SURETY'S NAME			c. PERSON EXECUTING CONSENT (Signature)	
	STAPLES, DEBORAH LAWSON			d. TYPED NAME	
	b. BUSINESS ADDRESS			DEBORAH LAWSON STAPLES	
	STREET ADDRESS			e. TYPED TITLE	
	75 BEATTIE PLACE			SURETY	
	CITY	STATE	ZIP CODE	f. DATE THIS CONSENT EXECUTED	
	GREENVILLE	SC	29601	OCTOBER 14, 2022	
C	a. CORPORATE/INDIVIDUAL SURETY'S NAME			c. PERSON EXECUTING CONSENT (Signature)	
	b. BUSINESS ADDRESS			d. TYPED NAME	
	STREET ADDRESS			e. TYPED TITLE	
	CITY			f. DATE THIS CONSENT EXECUTED	
	CITY	STATE	ZIP CODE		

(Affix Seal)

(Affix Seal)

(Add similar signature blocks on the back of this form if necessary for additional co-Sureties)

CONSENT OF SURETY AND INCREASE OF PENALTY

1. CONTRACT NUMBER

0579883353

2. MODIFICATION NUMBER

3. DATED

OCTOBER 14, 2022

OMB Control Number: 9000-0045

Expiration Date: 8/31/2025

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4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by _____ dollars (\$) and the penalty of the payment bond or bonds is increased by _____ dollars (\$ _____). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

5. NAME OF SURETY(IES)

A. DON JUAN STAPLES

6. INCREASE IN LIABILITY
LIMIT UNDER
PERFORMANCE BOND

\$

7. INCREASE IN LIABILITY
LIMIT UNDER PAYMENT
BOND

\$

B.

\$

\$

C.

\$

\$

8.
INDIVIDUAL
PRINCIPAL

A. BUSINESS ADDRESS

STAPLES, DON JUAN

B. SIGNATURE

C. TYPED NAME AND TITLE

STAPLES, DON JUAN PRINCIPAL

D. DATE THIS CONSENT EXECUTED

OCTOBER 14, 2022

9.
CORPORATE
PRINCIPAL

A. CORPORATE NAME AND BUSINESS ADDRESS

B. PERSON EXECUTING CONSENT (Signature) *

BY

C. TYPED NAME AND TITLE

D. DATE THIS CONSENT EXECUTED

(Affix Corporate Seal)

*The Principal or authorized representative shall execute this Consent of Surety and Increase of Penalty with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS

DON JUAN STAPLES

B. PERSON EXECUTING CONSENT (Signature)

BY

C. TYPED NAME AND TITLE

DON JUAN STAPLES SURETY

D. DATE THIS CONSENT EXECUTED

OCTOBER 14, 2022

A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS

B. PERSON EXECUTING CONSENT (Signature)

BY

C. TYPED NAME AND TITLE

D. DATE THIS CONSENT EXECUTED

(Affix Seal)

Add signature blocks similar to Block C on the back of this form if necessary for additional co-sureties.

PAYMENT BOND FOR OTHER THAN CONSTRUCTION CONTRACTS (See instructions on reverse)	DATE BOND EXECUTED (Must not be later than bid opening date)	OMB Control Number: 9000-0045 Expiration Date: 8/31/2025																
Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.																		
PRINCIPAL (Legal name and business address) STAPLES, DON JUAN 111 COURT STREET CHARLESTON, WEST VIRGINIA 25301	TYPE OF ORGANIZATION ("X" one) <input checked="checked" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION WEST VIRGINIA Birth No. 147-17-0000000																	
SURETY(IES) (Name(s) and business address(es)) (Include ZIP code) DON JUAN STAPLES 55 WATER STREET NEW YORK, NEW YORK 10041	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center; font-size: small;">PENAL SUM OF BOND</th> </tr> <tr> <th style="width: 25%; font-size: small;">MILLION(S)</th> <th style="width: 25%; font-size: small;">THOUSAND(S)</th> <th style="width: 25%; font-size: small;">HUNDRED(S)</th> <th style="width: 25%; font-size: small;">CENTS</th> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; font-size: small;">CONTRACT DATE</th> <th style="width: 50%; font-size: small;">CONTRACT NUMBER</th> </tr> <tr> <td style="text-align: center;">MARCH 1, 2022</td> <td style="text-align: center;">0579883353</td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE	CONTRACT NUMBER	MARCH 1, 2022	0579883353
PENAL SUM OF BOND																		
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS															
CONTRACT DATE	CONTRACT NUMBER																	
MARCH 1, 2022	0579883353																	

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

(a) The above obligation is void if the Principal promptly makes payment to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above and any duly authorized modifications thereof. Notice of those modifications to the Surety(ies) are waived.

(b) The above obligation shall remain in full force if the Principal does not promptly make payments to all persons (claimants) having a contract relationship with the principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the contract identified above. In these cases, persons not paid in full before the expiration of ninety (90) days after the date of which the last labor was performed or material furnishing, have a direct right of action against the principal and Surety(ies) on this bond for the sum or sums justly due. The claimant, however, may not bring a suit or any action -

(1) Unless claimant, other than one having a direct contract with the Principal, had given written notice to the Principal within ninety (90) days after the claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the claim is made. The notice is to state with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process is served in the state in which the contract is being performed, save that such service need not be made by a public officer.

(2) After the expiration one (1) year following the date on which claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the suit is brought.

(3) Other than in the United States District court for the district in which the contract, or any part thereof, was performed and executed, and not elsewhere.

WITNESS:

The principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal)
NAME(S) & TITLE(S) (Typed)	1. STAPLES, DON JUAN Authorized person	2.	3.
INDIVIDUAL			
SIGNATURE(S)	1.  (Seal)		
NAME(S) & TITLE(S) (Typed)	1. DON JUAN STAPLES Surety/Lifetime		
CORPORATE SURETY			
SURETY A	NAME & ADDRESS		
	SIGNATURE(S)	1.	
	NAME(S) & TITLE(S) (Typed)	1.	
SURETY B	NAME & ADDRESS		
	SIGNATURE(S)	1.	
	NAME(S) & TITLE(S) (Typed)	1.	

DON JUAN STAPLES
 SURETY

Corporate Seal

INSTRUCTIONS

1. This form is authorized for use when payment bonds are required under FAR (48 CFR) 28.103-3, i.e., payment bonds for other than construction contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 (b) Where individual Sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

**PERFORMANCE BOND FOR OTHER THAN
CONSTRUCTION CONTRACTS**
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2025

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PRINCIPAL (Legal name and business address)

STAPLES, DON JUAN

111 COURT STREET
CHARLESTON, WEST VIRGINIA 25301

TYPE OF ORGANIZATION ("X" one)

☒ INDIVIDUAL☐ PARTNERSHIP☐ JOINT VENTURE☐ CORPORATION

STATE OF INCORPORATION

WEST VIRGINIA Birth No. 147-1

SURETY(IES) (Name(s) and business address(es))

DON JUAN STAPLES

55 WATER STREET
NEW YORK, NEW YORK 10041

PENAL SUM OF BOND

MILLION(S)

THOUSAND(S)

HUNDRED(S)

CENTS

CONTRACT DATE

MARCH 1, 2022

CONTRACT NUMBER

0579883353

OPTION DATE

OPTION NUMBER

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.

WITNESS:


The principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1. 	2. (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. STAPLES, DON JUAN Authorized person	2. (Seal)	
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. 	2. (Seal)	(Seal)
NAME(S) (Typed)	1. DON JUAN STAPLES Surety/Lifetime	2. (Seal)	
CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	
	SIGNATURE(S)	1.	2.
	NAME(S) & TITLE(S) (Typed)	1.	2.

 AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is NOT usable

 STANDARD FORM 1418 (REV. 2/1999)
Prescribed by GSA-FAR (48 CFR) 53.228(b)

SURETY B	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY C	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY D	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY E	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY F	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY G	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)
---	------------------------	------------

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

6. Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.

7/30/2020

Uniform Commercial Code

Filing Receipt

Filing processed successfully

Payment Details

Transaction Amount

\$23.00

Transaction Date

7/30/2020 6:15:51 PM

Filing Type

UCC-1

Order Request Number

5e82f243-a68f-427a-a565-2449f981015d

Confirmation Number

20200730243509

Payment Type

MAST-xxxxxxxxxxxx9841

Filing Details

Filing Number **2020E073000062**

Transaction Detail

Status

Active

Delivery Method

Email

User

Online

Submitted Date

7/30/2020 6:15:51 PM

Originated Date

7/30/2020 6:15:51 PM

Matures Date

7/30/2025 6:15:51 PM

Contact Information

Contact Name

Don Juan Staples II

Email Address

donjuan1252@live.com

Phone

304-741-2145

Fax**Acknowledgement**

Don Juan Staples II

Address

PO Box 8851 South Charleston, WV 25303

Delivery Method

Email

Debtors**Order ^****Debtor**

1

DON JUAN STAPLES JR
Organization**Secured Parties****Order ^****Secured Party**

1

Don Juan Staples II 'under declaration of trust'
Organization**Filing Documents****Name ^****Type****Size****Date**

UCC1UccFiling_FORM_2020E073000062.pdf

UCC1Ucc Filing_FORM_2020E073000062

29 KB

07/30/2020

DON JUAN STAPLES II
1339 MOUNTAIN RD
SOUTH CHARLESTON, WV 25303

State of West Virginia



CERTIFICATE OF AUTHENTICITY

I, Mac Warner, Secretary of State of the
State of West Virginia, hereby certify that

Robbin L. Hill, State of West Virginia, serving in the capacity of Notary Public of/in/for the State of West Virginia beginning 08/09/2019 and still serving as of, 04/05/2021, and that their act are entitled to full faith and credit by the courts and authorities of the land, as contained in the records of my office.

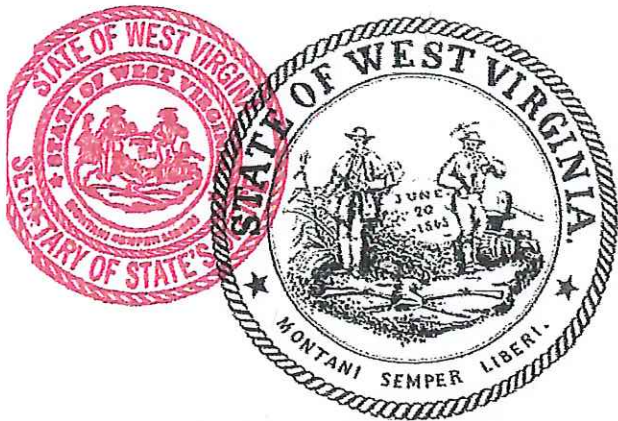
G210405005935-2

Given under my hand and the Great
Seal of the State of West Virginia
Signature:

Mac Warner

West Virginia Secretary Of State
Monday, April 5, 2021

This Certificate only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. The Certificate does not certify the content of the document for which it was issued.



Secretary of State

Bldg.1, Suite 157-K

1900 Kanawha Blvd. East

Charleston, WV 25305-0770

G210405005935-2

Phone: 304-558-6000

866-767-8683

Visit us online or validate this document:

WWW.WVSOS.COM

Doc ID: 005182400005 Type: MISC
Recorded: 12/30/2021 at 10:07:45 AM
Fee Amt: \$12.00 Page 1 of 5
Putnam County Clerk
Brian Wood County Clerk

BK 86 PG 887-891

NOTICE OF FEE SCHEDULE


This Schedule of Fees has been approved for public record by Don Juan Staples II Trustee under Agreement with DON JUAN STAPLES JR. dated 7-21-20. All trustees, fiduciaries, employees, and contractors are hereby given notice that the Trust restricts the usage of its property including the DON JUAN STAPLES JR®™ and all associated trade names and derivatives thereof.

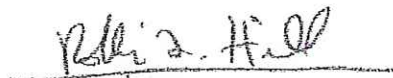
Affidavit in regard to the attached Schedule of Fees

I, Don Juan Staples II, in full life, sui juris, hereinafter the 'Affiant' whose domicile is on the land near P. O. Box 8851, South Charleston, WV, being of the full age of majority, and of sound mind, hereinafter affirm that:

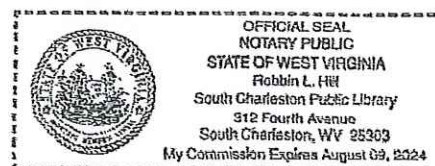
1. The Affiant is the Executor and Trustee for the DON JUAN STAPLES JR, dated 7-21-20, hereinafter Trust, in South Charleston, West Virginia whose business address is P. O. Box 8851, upon which this Affidavit shall be annexed to and annotated therewith; and that
2. This affidavit and the attached Schedule of Fees are approved for all official business of the trust, including business conducted upon the Trust while any trustee is operating in trust, and such schedule shall be binding upon third party interlopers, and other parties, who proceed without a bonafide contract with the Trust.
3. The Trust holds the registered trademarks of the DON JUAN STAPLES JR®™, and holds all rights and title to the copyright, trademarking's, and derivatives including but not limited to Don Juan Staples II, DON JUAN STAPLES JR, Don J Staples II, DON J STAPLES JR, DON STAPLES JR, Don J Staples II, and all other variations of the same intent; and that
4. The Grantor of the Trust, also being the testator of the Will, has approved the attached schedule of fees for the assessment for settling grievances, trespasses upon the estate, breaches of trust, in regard to each particular as set forth therein; and that
5. The execution of this instrument shall not be construed as consent to use the Trusts property, trade name, or trademark, wherein the Grantor estate neither assents, nor consents, nor agrees with, nor grants, nor implies any authorization for any use of the trade name or trademark not secured by a proven contract; and that
6. Any person continuing to use the estates property without an authenticated contract creates a commercial obligation in default until the satisfaction of the assessment made here from; and that
7. The above statement of fact is a memorialization of the accepted and approved order of business for the trust.

Further Affiant sayeth not.


Don-Juan: Staples II, Executor/Trustee
DON JUAN STAPLES JR ©™


Notary

August 9 2024
Commission expired



Recorded in MISC BK 50 Pg 962, 10/27/2020 11:52:37 AM
Vera J. McCormick, County Clerk, Kanawha County, WV

Deed Tax 0.00, Recording Fee 11.00, TOTAL 11.00

MISC 50 963

NOTICE

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of West Virginia

County of Kanawha

Subscribed and sworn to (or affirmed) before me on this 18 day of August, 2020 by DON JUAN STAPLES JR, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SCHEDULE OF FEES

Any corporation or Natural person who, by coercion, threat, force, or demand, requires an employee, trustee, or fiduciary of the Trust to perform, produce material, answer, comply with, or act in accord with any particular act as set forth in this schedule, shall be assessed according to this schedule of fees. All interveners agree to be held liable in their private, individual, and corporate capacity for their actions, and further may be subject to parallel claims of criminal activity including piracy, slavery (suretyship), trespassing, and breach of Fiduciary Duty, Perjury, Misprision of Felony, RICO, and Forfeiture.

Administrative Fees:

Any Trustee or Fiduciary employed for the matter of processing this claim shall be entitled to 5% of first \$1,000,000.00 4% of next \$500,000.00 3% of next \$500,000.00, 2% over \$2,000,000.

Copyright, trademark, trade name violation

1. Usage of Don Juan Staples II® including all derivatives, spellings, and upper case lower case combinations and renderings of the trademark and trade name without express written consent
\$ 1,000,000.00

Acceptance of Presentments (without contract)

- | | |
|--|--------------|
| 2. Unauthorized Citations | \$ 10,000.00 |
| 3. Warnings Issued on Paper | \$ 10,000.00 |
| 4. Summons, Court Notices (without contract) | \$ 10,000.00 |
| 5. All other related items, fees, or offers | \$ 10,000.00 |

Depositions, Interrogation (unsolicited)

- | | |
|----------------------------|--------------|
| 6. Name | \$10,000.00 |
| 7. Driver's License Number | \$ 10,000.00 |
| 8. Social Security Number | \$ 50,000.00 |
| 9. Retinal Scans | \$ 50,000.00 |
| 10. Fingerprinting | \$ 50,000.00 |
| 11. Photographing | \$ 50,000.00 |

MISC 50 964

NOTICE OF FEE SCHEDULE

DNA or Body Fluids:

12.	Mouth swab	\$1,000,000.00
13.	Blood samples	\$1,000,000.00
14.	Urine samples	\$1,000,000.00
15.	Breathalyzer testing	\$1,000,000.00
16.	Hair samples	\$1,000,000.00
17.	Skin samples	\$1,000,000.00
18.	Clothing samples	\$1,000,000.00
19.	Forced giving of fluids/samples	\$1,000,000.00

Obstruction of Travel, Property Search, Trespass, Theft, Carjacking, Interference with Commerce

20.	Interference with travel (without contract or emergency)	\$2000.00/ minute after warning
21.	Temporary detention, obstruction, or restraint (without warrant)	\$2000.00/ minute after warning
22.	Automobile/Vessel/Car Search	\$1,000,000.00
23.	Body/Clothing Search	\$1,000,000.00
24.	Handcuffing, being tied or otherwise restricted	\$1,000,000.00
25.	Taking/Theft/Deprivation of Property	\$10,000.00 per day
26.	Jailed, Warehousing, Incarceration	\$1,000,000.00 per day

Signature, Endorsement, Autograph (SEA)

27.	Autograph under threat, duress, or coercion	\$1,000,000.00
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MISC 50 985

NOTICE

APPENDIX A

The Lien Claimant does NOT rely on Title 15 as a basis for the "Commercial Lien." ALL Commercial processes, by using or relying on notes or paper in Commerce (e.g. Federal Reserve Notes), must bear some sort of Federal tracking code, a County Recorder's number or a serial number, which process must be accessible for inspection at the nearest relevant County Recorder's Office or be widely advertised. When a Lien matures in three (3) months, ninety (90) days, by default of the Lien Debtor through the Lien Debtors failure to rebut the AFFIDAVIT OF OBLIGATION point-for-point categorically, it becomes an accounts receivable in the ordinary sense of a collectable debt upon which assignments, collateralization, and other commercial transactions can be based, hence becomes a Security subject to observation, tracking, and regulation by the United States Securities and Exchange Commission (hereinafter U.S. S.E.C.).

The notation "A Security — 15 USC" is a flag in Commerce telling the U.S. S.E.C. that a speculation account is being established to enforce a lien. The U.S. S.E.C. can then monitor the process. As long as the process is truthful, open, and above-board (Full disclosure), the U.S. S.E.C. has no jurisdiction over it, for even the U.S. S.E.C. has no jurisdiction over the truth of testimony, depositions, affidavits, and affidavits of obligation (Commercial Liens), and an un rebutted affidavit stands as the truth in Commerce.

Legal Authority: Universal moral/existential truths/principles, expressed in Judaic (Mosaic) Orthodox Hebrew/Jewish Commercial Code, corollary to Exodus (chiefly Exodus 20:15, 16). This is the best-known Commercial process in America.

When an Affidavit is so flagged in Commerce, it becomes a Federal Document because it could become translated into a Security (for example by being attached in support of a Commercial Lien), and not accepting and/or filing a Commercial Affidavit becomes a Federal offense.

STATE OF WEST VIRGINIA, Putnam
County Commission Clerk's Office
12/30/2021. The foregoing Miscellaneous
together with the certificate of its
acknowledgment, was this day presented
in said office and admitted to record.

Teste: [Signature] Clerk

This instrument was presented to the Clerk of the County
Commission of Kanawha County, West Virginia, on
and the same is admitted to record.

OCT 27 2020

Teste: [Signature] Clerk
Kanawha County Commission

Prepared By

Name: Don J Staples Jr
 Address: P.O. Box 8851
South Charleston
 State: WV Zip Code: 25303

After Recording Return To

Name: Deborah Staples
 Address: 2922 Fitzwater Dr
So Chas
 State: WV Zip Code: 25303

DEED 3147 638
 Recorded In Above Book and Page
 11/10/2022 11:25:27 AM
 Vera J. McCormick
 County Clerk
 Kanawha County, WV
 Deed Tax 0.00
 Recording Fee 32.00
 TOTAL 32.00

Space Above This Line for Recorder's Use

SPECIAL (LIMITED) WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, That Deborah L Staples,
 residing at 2922 Fitzwater Dr So Chas WV 25303, County of Kanawha,
 State of West Virginia ("Grantor"), in consideration of the sum of
One Hundred dollars (\$100.00) and other
 valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does
 hereby grant, bargain, sell and convey unto Lawson-Staples Trust,
 residing at 2922 Fitzwater Dr So Chas WV 25303, County of Kanawha,
 State of West Virginia ("Grantee"), the following described real property
 and premises, situate in Kanawha County, State of West Virginia, to wit:

LT 29 PK View ADN Fitzwater Drive, 2922

[INSERT LEGAL DESCRIPTION HERE AND/OR ATTACH EXHIBIT A]

TOGETHER WITH all the improvements thereon and the appurtenances thereunto
 belonging (the "Property").

AND warrant the title to the same, against any challenge claiming by, through or under,
 Grantor, but not otherwise.



if on/for credit – with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers includes the plural.

WITNESS my hand this 7 day of November, 2022.

DEBORAH LAWSON STAPLES

/s/ Deborah Lawson Staples
Secured Party Name – Authorized Representative

ACKNOWLEDGEMENT

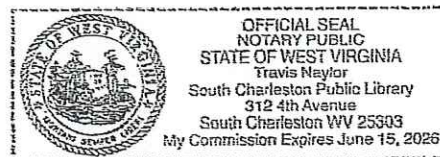
State of West Virginia)
) Scilicet
County of Kanawha)

SUBSCRIBED AND SWORN TO BEFORE ME this 7 of November, 2022,

Deborah Staples personally known to me or upon identification to be the man whose name subscribed to the within instrument.

[Signature] Seal;
Notary Public in and for said State

My commission expires 6/15/26



This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on NOV 10 2022 and the same is admitted to record.

Teste: Dea J. McCormick Clerk
Kanawha County Commission

PDA 126 321
 Recorded In Above Book and Page
 11/10/2022 11:24:44 AM
 Vera J. McCormick
 County Clerk
 Waukegan County, WV
 Deed Tax 0.00
 Recording Fee 12.00
 TOTAL 12.00

POWER OF ATTORNEY LIMITED

Know All Men by These Presents: That I, **DEBORAH LAWSON STAPLES** the Debtor, corporate entity, and 'ens legis,' the undersigned, hereby make, constitute and appoints **Don Juan Staples Jr.**, herein, the flesh and blood man, a living soul, the Secured Party/Creditor as my true and lawfully Attorney-in-fact for me and in my corporate capacity (LLC), place and stead and for my personal and commercial use and benefit:

1. To ask, demand, request, file, sue, recover, register, collect and receive each and every sum of money, credit, account legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable or dischargeable) belonging to or accepted or claimed by me, or presented to the DEBTOR; **DEBORAH LAWSON STAPLES**, (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefor, together with the right and power to settle, compromise, compound and or discharge any claim or initiate any administrative claim for damages or make any necessary demands;

2. To exercise any or all of the following powers as to all kinds of personal property, private property and any property, goods, wares and merchandise, chooses in action and other property in possession or where a security interest is established and to or in other actions;

3. To secure by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts for fine, fee, or tax where necessary, to cause the *commercial* adjustment of any such account held open against the DEBTOR-**DEBORAH LAWSON STAPLES**; to use where necessary any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above in my behalf;

4. To open any Checking accounts whereupon being 'closed,' to discharge any fines, fees, taxes and debts via adjustment and set-off.

5. To create, amend, supplement and or terminate any trust or the *RES* created by the government (District of Columbia) and ratified or exercised in any manner by any other State;

6. To request, retrieve, file, submit, or otherwise, any papers in my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign my legal corporate name as my act and deed, to execute and deliver same for any redress or remedy, claim, suit or otherwise.

GIVING AND GRANTING, unto my said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about all matters as fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney-in-fact shall be applicable to all real and private property, personal property or interest therein now owned or hereinafter acquired by me as the 'ENS LEGIS/LLC and wherever situate, and as evidenced by a filed security interest.

My said Attorney-in-fact: **Don Juan Staples Jr.** is empowered hereby to determine in his sole discretion the time, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument(s) or document(s) which may be executed by him pursuant hereto; and in the acquisition or distribution of real, personal or private property, my said Attorney-in-fact shall have exclusive power to fix the terms or amounts thereof for cash, funds, credit and/or affecting all property, including rights, titles, interest to same and

if on/for credit – with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers includes the plural.

WITNESS my hand this 7 day of November, 2022.

DEBORAH LAWSON STAPLES

/s/ Deborah Lawson Staples
Secured Party Name – Authorized Representative

ACKNOWLEDGEMENT

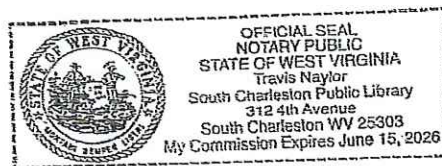
State of West Virginia)
) Scilicet
County of Kanawha)

SUBSCRIBED AND SWORN TO BEFORE ME this 7 of November, 2022,

Deborah Staples personally known to me or upon identification to be the man whose name subscribed to the within instrument.

[Signature] Seal;
Notary Public in and for said State

My commission expires 6/15/26



This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on NOV 10 2022 and the same is admitted to record.

Teste: [Signature] Clerk
Kanawha County Commission

Common Law Copyright Notice
CLCN09091974DJS

Common Law Copyright Notice: All rights reserved re; common-law copyright of trade-name/trademark, DON JUAN STAPLES JR© as well as any and all derivatives and variations in the spelling of said trade-names/trademarks – Copyright 1974 by ‘Don Juan Staples II’. Said trade-names/trademarks, ©, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of ‘Don Juan Staples II’ as signified by the Blue-ink signature of ‘Don Juan Staples II’, hereinafter ‘Don Juan Staples II.’ With the intent of being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secure Party, as signified by Secure Party’s signature in Blue-ink. Secure Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of ‘DON JUAN STAPLES JR’©, and all such unauthorized use is strictly prohibited. ‘Don Juan Staples II’, under necessity, is accommodation party, and a surety for the purported debtor, i.e. “DON JUAN STAPLES JR”© nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. “DON JUAN STAPLES JR”© in POAG & Hold Harmless and Indemnity Agreement No. HHA-09091974DJS dated the 20th day of July, 2020; against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Self-executing Contract / Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally “User,” consent and agree that any use of ‘DON JUAN STAPLES JR©, other than authorized use as set forth above; constitutes unauthorized use of Secure Party’s copyrighted property and contractually binds User. This Notice by Declaration becomes a Security Agreement wherein User is a debtor and ‘Don Juan Staples II’ is Secure Party, and signifies that User: (1) grants Secure Party a security interest in all of User’s property and interest in property in the sum certain amount of \$500,000,000.00 per each trade-name/trademark used, per each occurrence of use (violation/infringement), plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of, ‘DON JUAN STAPLES JR’©; (2) authenticates this Security Agreement wherein User is debtor and ‘DON JUAN STAPLES JR’ is Secure Party, and wherein User pledges all of User’s property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User’s interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing Users contractual obligation in favor of Secure Party for User’s unauthorized use of Secure Party’s copyrighted property; (3) consents and agrees with Secure Party’s filing of a UCC Financing Statement wherein User is debtor and ‘Don Juan Staples II’ is Secure Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph “(3)” is a continuing financing statement, and further consents and agrees with Secure Party’s filing of any continuation statement necessary for maintaining Secure Party’s perfected security interest in all of User’s property and interest in property pledged as collateral in Security Agreement described above in paragraph “(2),” until User’s contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secure

Financing Statement, as described above in paragraph "(3)," as well as in paragraph "(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secure Party as Authorization Representative for User, effective upon User's default re User's contractual obligations in favor of Secure Party as set forth below under "Payment Terms" and "Default Terms," with full authorization and power granted Secure Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secure Party, in Secure Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secure Party as Authorization Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use.

Default Terms:

In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secure Party; (b) Secure Party is appointed User's Authorization Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secure Party may take possession of, as well as otherwise dispose of in any manner that Secure Party, in Secure Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secure Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secure Party, again in Secure Party's sole discretion, deems appropriate.

Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," irrespective of any and all of Users former property and interest in property in the possession of, as well as disposed of by, Secure Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secure Party within twenty (20) days of date of User's default only by payment in full.

Unauthorized use: payment terms: in accordance with fees for unauthorized use of DON JUAN STAPLES JR as set forth above the user hereby consent and agrees that users shall pay secure party all unauthorized use fees in full within 10 days of date of secure party's invoice, hereinafter "invoice", itemizing said fees, as sent and received by tort feisor.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secure Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secure Party, which is not in the possession of, nor otherwise disposed of by, Secure Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office.

Record Owner: Non Adverse, Secure Party/Creditor; 'Don Juan Staples II', Autograph Common Law

Copyright 1974.

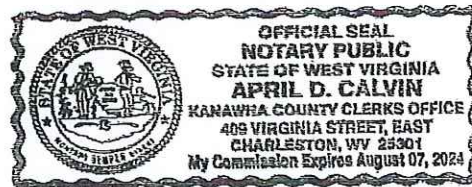
Copyrighted Date: July 19, 2020

Without Prejudice/Without Recourse

Don Juan Staples II All Rights Reserved
Don Juan Staples II - Secure Party, Authorization Representative, Non Adverse Non Belligerent, Non
Combatant party Attorney General on behalf DON JUAN STAPLES JR©, Ens legis

SUBSCRIBED TO AND SWORN before me this 14th day of November, A.D. 2020, a
Notary, that Don J Staples Jr., personally appeared and known to me to be the man whose name
subscribed to the within instrument and acknowledged to be the same.

April D Calvin
Notary Signature
Comm Exp - 8-7-24





NOTICE OF DEFAULT

TAKE NOTICE THAT pursuant to 1872 *Virginia Constitution* (as ratified without subsequent amendments) Article 3 Section 12 *The military shall be in strict subordination to the civil power.* Notice of Special Restricted Appearance: **Don Juan Staples II Beneficial Owner 1st Lien Holder of STAPLES JR DON JUAN dba DON JUAN STAPLES JRC@™**

**STAPLES JR JUAN DON corp. sole
Dba. DON JUAN STAPLES JR**

v.
**MICHAEL Y RUTHERFORD Dba
SHERIFF MICHAEL RUTHERFORD**

**NOTICE OF MOTION AND
MOTION TO INTERVENE
WITH AN INJUNCTION**

This process violates my unalienable rights. This is a **NOTICE OF ESTOPPEL AND STIPULATION OF CONSTITUTIONAL CHALLENGE TO ALL WEST VIRGINIA STATE STATUTES WHERE No general law affecting private rights, shall be varied in any particular case, by special legislation, except with the free consent, in writing of all persons to be affected thereby; AND MOTION TO INTERVENE WITH AN INJUNCTION FOR NAME STAPLES JR DON JUAN dba DON JUAN STAPLES JR & NOTICE THAT STAPLES JR DON JUAN dba DON JUAN STAPLES JR registered agent for entity as it's agent upon whom a Notice of Claim against the public corporation may be served.**

TAKE NOTICE THAT pursuant to 1862 West Virginia Constitution Article 2 Section 2 Excessive bail shall not be required, or excessive fines imposed, or cruel and unusual punishments inflicted. Penalties shall be proportioned to the character and degree of the offence. No person shall be compelled to be a witness against himself or be twice put in jeopardy for the same offence; **Excessive Unconstitutional Fines have been imposed upon my estate!**

TAKE NOTICE THAT pursuant to 1862 West Virginia Constitution Article 2 Section 3 The right of the citizens to be secure in their houses, persons, papers and effects, against unreasonable searches and seizures, shall not be violated. No warrant shall issue but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons and things to be seized


TAKE NOTICE THAT pursuant to 1862 West Virginia Constitution Article 2 Section 6 Private property shall not be taken for public use without just compensation. No person, in time of peace, shall be deprived of life, liberty or property without due process of law. The military shall be subordinate to the civil power.

TAKE NOTICE THAT pursuant to 1862 West Virginia Constitution Article 2 Section 7 In suits at common law, where the value in controversy exceeds twenty dollars, the right of trial by jury, if required by either party, shall be preserved. No fact tried by a jury shall be otherwise re-examined in any case than according to the rules of the common law.

TAKE NOTICE THAT pursuant to 1862 West Virginia Constitution Article 2 Section 9 No man shall be compelled to frequent or support any religious worship, place or ministry whatsoever; nor shall any man be enforced, restrained, molested or burthened in his body or goods, or otherwise suffer, on account of his religious opinions or belief; but all men shall be free to profess, and by argument to maintain, their opinions in matters of religion, and the same shall in no wise affect, diminish or enlarge their civil capacities. And the Legislature shall not prescribe any religious test whatever; or confer any peculiar privileges or advantages on any sector denomination; or pass any law requiring or authorizing any religious society, or the people of any district within this State, to levy on themselves or others any tax for the erection or repair of any house for public worship, or for the support of any church or ministry; but it shall be left

**NOTICE OF DEFAULT**


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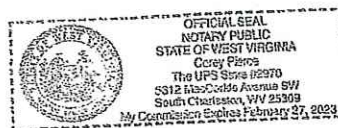
Sept 8
May 1, 2021 
UCC 1-103.6 UCC 1-308, UCC 1-301 UCC 1-107

State of West Virginia)

) ss.

County of Kanawha)

I have hereunto set my hand and seal of office On this, 8th Day of Sept, 2021 Notary Public 

**CERTIFICATE OF SERVICE**

I, Don Juan Staples II, living Man for STAPLES JR DON JUAN dba DON JUAN STAPLES JR.

is to certify that I have this day served the Solicitor General with this Notice of estoppel and stipulation of Constitutional Challenge to ALL WEST VIRGINIA STATE STATUTES etc.: by

REGISTERED MAIL _____ Delivery thereon to ensure delivery: Dated this _____ day of Sept 8, 2021.



UCC 1-103.6, UCC 1-308, UCC 1-301, UCC 1-207

Don Juan Staples II, registered Owner

of STAPLES JR DON JUAN corp. sole

DbA DON JUAN STAPLES JR

c/o 1339 Mountain Road, South Charleston, WV [25303]



NOTICE OF DEFAULT

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Sept 8
May 1, 2021 [Signature]
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